



**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
Invitation for Bids**



IFB Number: 13-0831

Title: Armored Car Services

Issue Date: July 8, 2013

Sealed Bids Due and Opening: July 30, 2013, 3:00 P.M.

Bid Opening Location: Chesterfield County Purchasing Department
9901 Lori Road
Lane B. Ramsey Building, 3rd Floor, Room 303
Chesterfield, VA 23832

Inquiries: Questions which may arise as a result of this solicitation may be addressed to Delores B. Ingram, CPPB, VCO, Senior Contract Officer, at (804) 748-1930, or by email to purchasing@chesterfield.gov. Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by a bidder concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder from this transaction.

All prices shall be F.O.B. Destination: Chesterfield, Virginia or as specified. Freight, delivery costs, and incidental charges shall be included.

My signature below certifies that:

- I agree to abide by all conditions of this bid and that I am authorized to sign this bid;
 - the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498.1, et. seq. of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
 - that the accompanying bid is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and
 - that the accompanying bid is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.
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In compliance with this Invitation for Bids and to all conditions imposed therein the undersigned offers and agrees to furnish the goods/services in accordance with this signed bid.

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

This page must be returned with the Bid Form.

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I. PURPOSE

The purpose of this Invitation for Bids is to establish a requirements contract with firm pricing for Armored Car Services for various Chesterfield County Departments.

II. SCOPE OF WORK/SPECIFICATIONS

- A. Contractor shall pick up monies, checks and receipts at various County locations as needed and deliver to the specified financial institutions or office. Contractor shall provide services each day of the week before 12:00 noon except on Sunday or other days when County offices are closed. The two (2) Convenience Center locations collection days are Monday, Tuesday, Friday and Saturday.
- B. Deposits will be placed in tamper proof sealed package(s) marked with the pickup location, date, name of person preparing the deposit, description of contents and a deliver to address. Packages shall be provided by the Contractor. Contractor shall provide receipt books or other tracking methods as needed by the agencies at no cost to the County. Contractor shall accept and give receipt for all securely sealed packages, and its receipt shall be evidence that the packages were properly sealed. "Sealed Packages" shall be construed as items packaged in such a way as to be securely closed and fastened, with property encased and firmly fixed inside, using an instrument which cannot be removed or refastened to the shipment without leaving external, visible signs of tampering.
- C. Deposit receipts and bags are to be returned to the respective County location at the time of the next pick up. Any security deposit containers, such as moneybags, which are lost by the Contractor, if not recovered within seven (7) calendar days, shall be replaced at no cost to the County.
- D. Contractor shall provide armed, uniformed, licensed guards who have been trained and are experienced in armored car pick up and delivery service. A minimum of two (2) such guards must be provided per vehicle. Guards are to be bonded and licensed and properly trained in the use of firearms. Guards must wear and present a carrier issued photo identification card at all pick up points. Contractor shall provide 2-way radios or some other type of communication equipment for use by the guards.
- E. The County reserves the right to add or delete pick up locations, change the day and/or times of service, change location of deposit, add or delete similar services as needed during the term of the contract. Any such change shall be done only after proper notification, in writing, has been given to the Contractor. Variations in methods of pick ups are to be coordinated with the appropriate department being serviced. Pricing for services to be added to the contract will be mutually agreed to by the County and the Contractor.
- F. Vehicles used for services provided under the contract shall be owned, in good operating condition and operated by the Contractor at the Contractor's expense. All motor equipment vehicles shall be properly "armored" and equipped for the services to be performed. No standard street vehicle such as non-armored automobiles, vans or trucks shall be used. Only armored cars meeting the standards of the accepted industry definition of such vehicles will be accepted.

- G. After award of the contract, the County will provide the contractor with the names and telephone numbers of all department representatives. These individuals will serve as the daily contacts with the contractor for any questions for that department.
- H. The Contractor shall assign a project manager to interface with the County for any resulting contract from this solicitation. The project manager shall handle and resolve all issues including, but not limited to pick ups, billing and reporting.

Security License

- A. Contractor shall at all times observe and comply with all federal and state laws, local ordinances and regulations and shall obtain all permits required to provide armored car services. Licenses must be obtained prior to submitting a bid.
- B. The contractor shall be licensed by the Commonwealth of Virginia Department of Criminal Justice Services to provide private security services. The Contractor shall remain licensed throughout the contract period and for any contract renewals. Bidder shall include their license number on the pricing schedule page.
- C. The contractor shall comply with all regulatory bonding requirements necessary for compliance as a private security armored car business.

Deposits shall be picked up from the following locations:

- A. Chesterfield County Circuit Court Clerk, Courts Building, 9500 Courthouse Road, Chesterfield, VA 23832.
- B. Chesterfield County Juvenile & Domestic Relations Court, 7000 Lucy Corr Boulevard, Chesterfield, VA 23832.
- C. Chesterfield County General District Court, Courts Building, 9500 Courthouse Road, Chesterfield, VA 23832.
- D. Chesterfield County Treasurer's Office, Room 101, Lane Ramsey Administration Building, 9901 Lori Road, Chesterfield, VA 23832.
- E. Chesterfield County Utilities Department and Building Inspection's Office, 9840 Government Center Parkway, Chesterfield, VA 23832.
- F. Chesterfield County Southern Area Convenience Center (SACC), 6700 Landfill Drive, Chester, VA 23831.
- G. Chesterfield County Northern Area Convenience Center (NACC), 3200 Warbro Road, Midlothian, VA 23113.

Deposits shall be made same day to the following location for:

- A. Circuit Court Clerk - deliver to BB&T Branch at 9970 Ironbridge Road, Chesterfield, VA 23832.
- B. Juvenile & Domestic Relations Court - deliver to BB&T Branch at 9970 Ironbridge Road, Chesterfield, VA 23832.

Deposits shall be made before 12:00 Noon on the following banking day to the following location for:

- A. General District Courts - deliver to Wells Fargo Bank. Chesapeake Cash Vault, Chesapeake, VA.
- B. Treasurer's Office - deliver to Wells Fargo Bank, Chesapeake Cash Vault, Chesapeake, VA.
- C. Utilities Department and Building Inspection's Office - deliver to Wells Fargo Bank, Chesapeake Cash Vault, Chesapeake, VA.
- D. Chesterfield County Southern Area Convenience Center (SACC) - deliver to Wells Fargo Bank, Chesapeake Cash Vault, Chesapeake, VA.
- E. Chesterfield County Northern Area Convenience Center (SACC) - deliver to Wells Fargo Bank, Chesapeake Cash Vault, Chesapeake, VA.

Invoices and Billing

Original invoices shall be submitted by the Contractor and shall issue separate monthly invoices for each customer location.

All invoices shall show the Purchase Order Number and monthly contract pricing.

A credit shall be issued for incorrect invoices submitted and a corrected invoice shall be issued.

III. INSTRUCTIONS

A. Submission and Receipt of Bids

1. Sealed bids shall be received in the Chesterfield County Purchasing Department, 9901 Lori Road, Lane B. Ramsey Building, 3rd Floor, Room 303, P.O. Box 51, Chesterfield, Virginia, 23832 until, but no later than the specified time and date of opening as designated in the invitation, and then publicly opened and read aloud. Bids shall be submitted in a sealed envelope with the IFB number and due date and time written on the outside of the envelope. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline. Late bids shall be rejected.
2. Bids or changes to a bid response shall not be accepted via fax or E-mail.
3. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for bid submission, bid opening or a pre-bid conference is inaccessible due to inclement weather or other emergency situations at the published time, the bid submission, bid opening or pre-bid conference will default to the next regular business day at the same time.
4. All bids shall be signed in the space provided for a signature on the cover sheet and returned. If the bidder is a partnership or corporation, the bidder shall show the title

- of the individual signing the bid, and if the individual is not the president or vice president of the partnership or corporation, if requested, the bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
5. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
 6. Unless otherwise specified, bidders are to complete and return the Bid Form furnished by the County.
 7. No bid shall be altered or amended after the specified time for opening.
 8. If you are an individual with a disability and require a reasonable accommodation in order to participate in this procurement, please notify the Purchasing Department at (804)748-1617 as soon as possible.
 9. For information pertaining to the bid tabulation, decision to award and/or award on this procurement transaction, bidders may access public notification electronically at: www.chesterfield.gov/purchasing.
- B. **Amendments or Requests to Withdraw Bids by a Bidder Prior to Bid Opening:** A bidder may amend and/or withdraw their bid before the due date and time designated for receipt of bids. All requests from a bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the document's authenticity. All amendments to the bid are to be initialed by an individual authorized to represent the bidder.

IV. **GENERAL TERMS AND CONDITIONS**

- A. **Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at: www.chesterfield.gov/purchasing. Each bidder is responsible for obtaining all addenda posted at the Purchasing Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. **Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
- C. **Assignment of Contract:** The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform

the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.

- D. **Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
- E. **Change Orders:** Change orders must be approved by the County prior to work being performed.
- F. **Commitment to Diversity and Chesterfield Businesses:** Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (*Code of Virginia 2.2-4310*)

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

- G. **Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- H. **Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. This information shall be provided in the section of the Bid Form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the bid. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. **SEE THE BID FORM.**

- I. **Copyrights or Patent Rights:** The bidder certifies by submission of a bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- J. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- K. **Drug Free Workplace:** (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- L. **Employment Discrimination:** (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.

1. During the performance of the contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or

on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- M. **Environmental Management Procedures:** The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation. For work done for the County, the Contractor must also meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information regarding environmental requirements for the County, please contact Chesterfield County's General Services – Environmental Division at (804) 717-6531. For questions regarding environmental requirements for the Chesterfield County Public Schools, please contact Environmental Health and Safety at (804) 318-8048.
- N. **ePayables:** Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.
- O. **Faith-Based Organizations:** (*Code of Virginia 2.2-4343.1*) Chesterfield County does not discriminate against faith-based organizations.
- P. **Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
- Q. **Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- R. **Illegal Aliens:** (*Code of Virginia 2.2-4311.1*) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- S. **Indemnification:** The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any

and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.

T. Mistakes in Bids

1. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn in accordance with the withdrawal procedure provided herein.
2. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

U. Modification of the Contract: The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.

V. Negotiation: In accordance with 2-47 of the County Code, if the bid from the lowest responsible bidder exceeds available funds, the county may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the purchasing director, or his designee, with assistance from the user department.

W. Payment: If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.

Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:

1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

X. Precedence of Terms: All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

- Y. **Preferences:** In accordance with Section 2.2-4324 (B) of the *Code of Virginia*, whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Commonwealth's Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this section, the County will rely upon the accuracy of the information posted on this website. In accordance with Section 2.2-4324 (D) of the *Code of Virginia*, for the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

In accordance with Section 2.2-4328 of the *Code of Virginia* and Article 4, Section 2-47 of the County Code, in the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth of Virginia pursuant to *Code of Virginia* 2.2-4324 or where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content. If no County or Commonwealth of Virginia preference is applicable, the tie shall be decided by lot.

- Z. **Proprietary Information:** Section 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the bids will be subject to disclosure pursuant to applicable law.
- AA. **Quality Expectation Statement:** Chesterfield County, through its quality initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's quality initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects – zero rework".

- BB. **References:** If requested, the bidder shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder.
- CC. **Schools:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County Public Schools.
- DD. **Sensitive Information Handling:** Any information in the possession of the County/Schools which is specific to an employee, student, citizen, County/School business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County/Schools facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County/Schools facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (County) or Director of Technology (Schools). Any access to County/Schools information by contract workers from outside the County/Schools intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/County Information Security Manager and Chief Information Officer or designees.
- EE. **Taxes:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
- FF. **Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- GG. **Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:
1. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;

2. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

HH. **Vendor Rewards/Gift Programs:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

II. **Waiver of One Breach Not Waiver of Others:** No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

JJ. **Withdrawal of Bids**

1. Withdrawal: Construction (*Code of Virginia 2.2-4330*)

A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

The bidder shall give notice in writing to the Director of Purchasing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening

procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia* §2.2-4342(F).

Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.

2. Withdrawal: Other than Construction

A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. Such notice shall be sent to the Purchasing Department prior to award. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia* §2.2-4342(F).

V. **SPECIAL TERMS AND CONDITIONS**

A. **Acceptance Period of Bids:** All bids submitted shall be binding for sixty (60) calendar days following bid opening date. The sixty (60) calendar day acceptance period may be extended by mutual consent of both parties.

B. **Contract Term/Contract Renewal/Contract Extension**

1. Contract Term

The initial term of this contract shall be effective from September 1, 2013 through August 31, 2014.

2. Contract Renewal

This contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract except as stated in subsections a

and b below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

- a. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the Other Services category of the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>
- b. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the Other Services category of the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>

3. Contract Extension

The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

- C. **Cooperative Procurement:** This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 *Code of Virginia*. Except for contracts for architectural and engineering services or construction in excess of \$200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction, if agreed to by the Contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- D. **Insurance Requirements: The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the bid.**

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of

them may be liable. The insurance coverages shall be such as to fully protect the County, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

1. General Liability: \$1,000,000 per occurrence with General Aggregate
 \$1,000,000 Products/Completed Operations
 \$1,000,000 Personal/Advertising Injury
 \$1,000,000 per occurrence-No Assault & Battery Exclusion
2. Employee Dishonesty Liability: \$1,000,000 per occurrence
3. Business Automobile Liability, including non-owned vehicles:
 \$1,000,000 per occurrence
4. Umbrella Liability: \$2,000,000 per occurrence
5. Workers' Compensation: Virginia Statutory limits

If an insurance certificate is used as evidence of the required insurance the insurance certificate:

- a. Must reflect that the Commercial General Liability policy names the Chesterfield County Board of Supervisors, their officers, employees, and agents as an additional insured by endorsement to the policy;
- b. Must reflect that the policies are endorsed to require no less than 30 days notice of cancellation or other change in coverage to the County;
- c. Must have an authorized signature;
- d. The Certificate Holder should be listed as:
 Chesterfield County
 c/o Purchasing Department
 P.O. Box 51
 Chesterfield, VA 23832-0001
 IFB No 13-0831

- E. **Pricing:** Prices shall be stated in units of quantity as specified in the Pricing Schedule. In case of a discrepancy in extension of prices in the bid, the unit price shall govern.

VI. **BID FORM**

A. **BASIS OF AWARD**

Award will be made to the lowest responsive and responsible bidder based on the Annual Grand Total.

B. **PRICING SCHEDULE**

The bidder agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Invitation for Bids at the following price(s):

Item	Quantity	Pickup Location/Deliver to Location	Monthly Rate	Total Price
1.	12 months	Chesterfield County Circuit Court Clerk, Courts Building, 9500 Courthouse Road, Chesterfield County, VA 23832 and deliver to BB&T, 9970 Ironbridge Road, Chesterfield, Virginia 23832 - same day deposit.	\$	\$
2.	12 months	Chesterfield County Juvenile & Domestic Relations Court, 7000 Lucy Corr Boulevard, Chesterfield, VA 23832 and deliver to BB&T, 9970 Ironbridge Road, Chesterfield, Virginia 23832 – same day deposit.	\$	\$
3.	12 months	Chesterfield County General District Court, Courts Building, 9500 Courthouse Road, Chesterfield, VA 23832 and deliver to Wells Fargo Bank, Chesapeake Cash Vault, Chesapeake, Virginia 23320 – deposit before noon the following banking day.	\$	\$
4.	12 months	Chesterfield County Treasurer's Office, Room 101, Lane Ramsey Administration Building, 9901 Lori Road, Chesterfield, Virginia 23832 and deliver to Wells Fargo Bank, Chesapeake Cash Vault, Chesapeake, Virginia 23320 – deposit before noon the following banking day.	\$	\$
5.	12 months	Chesterfield County Utilities Department and Building Inspection's Office, 9840 Government Center Parkway, Chesterfield, Virginia 23832 and deliver to Wells Fargo Bank, Chesapeake Cash Vault, Chesapeake, Virginia 23320 – deposit before noon the following banking day.	\$	\$
6.	12 months	Chesterfield County Southern Area Convenience Center (SACC), 6700 Landfill Drive, Chester, Virginia 23831 and deliver to Wells Fargo Bank, Chesapeake Cash Vault, Chesapeake, Virginia 23320 – deposit before noon the following banking day.	\$	\$
7.	12 months	Chesterfield County Northern Area Convenience Center (NACC), 3200 Warbro Road, Midlothian, Virginia 23113 and deliver to Wells Fargo Bank, Chesapeake Cash Vault, Chesapeake, Virginia 23320 – deposit before noon the following banking day.	\$	\$
ANNUAL GRAND TOTAL				\$

LICENSE

Provide Security Services Business License Number _____

C. DELIVERY SCHEDULE

In accordance with the specifications, the County requires pick up and delivery same day or before noon the next business day.

Bidders are required to confirm their ability to meet the required pick up and delivery schedule as this may be a factor in the award decision.

☐ Yes ☐ No

D. ADDENDA

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bids:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

E. BUSINESS CLASSIFICATION

Bidders are requested to provide the following information to Chesterfield County regarding their business. This information is for statistical purposes and, except in the case of tie bids, all firms submitting bids will receive equal consideration (refer to Clause F of the General Terms and Conditions). Bidder shall indicate whether they are classified as a:

Minority-Owned Business: Yes ☐ No ☐

Women-Owned Business: Yes ☐ No ☐

Chesterfield Business: Yes ☐ No ☐

F. BIDDER'S CHECKLIST

This checklist is provided to assist bidders in submitting a responsive bid and may not be inclusive of all solicitation requirements. Bidders are expected to carefully read the entire solicitation and verify that the following issues have been addressed prior to submission of a bid:

Provide completed cover page to include signature.

Provide completed Bid Form.

License number on the Pricing Schedule – Page 18.

G. CONTRACTOR'S REPRESENTATIVE

Please furnish the name(s) of a contact person, address, telephone, fax number, and email address for placing orders:

Name(s): _____

Address: _____

Phone (voice): _____ Fax: _____

Cell Phone: _____ Email Address: _____

H. CONTRACTOR'S REPRESENTATIVE – Supervisor:

Name(s): _____

Address: _____

Phone (voice): _____ Fax: _____

Cell Phone: _____ Email Address: _____

I. PAYMENT TERMS

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.

Our terms are: _____

J. BIDDER DATA

QUALIFICATIONS OF BIDDER: Firms shall have the capability in all respects to perform fully the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance of the contract to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of good(s) and/or service(s) required for this contract.

_____ years _____ months

Provide a minimum of three (3) references that will substantiate past work performance and experience in the type of work required for this contract.

Company Name, Address, Phone Number and Contact Person's Name and Email Address:

1. _____

2. _____

3. _____

K. VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The bidder shall check one of the following. The bidder is:

☐ a corporation or other business entity with the following SCC identification number:
 _____ **-OR-**

☐ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE** >>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids. No award shall be issued to a bidder who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers): ☐